

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Rand J. Prinder a/k/a Randy Prinder  
Sandra J. Prinder a/k/a Sandra J. Harrie  
Debtor(s)

CHAPTER 13

HSBC Bank USA, National Association, as Trustee for  
Wells Fargo Asset Securities Corporation, Mortgage  
Pass-Through Certificates, Series 2007-AR7  
Movant

NO. 21-13124 PMM

vs.

Rand J. Prinder a/k/a Randy Prinder  
Sandra J. Prinder a/k/a Sandra J. Harrie  
Debtor(s)

11 U.S.C. Section 362

Kenneth E. West  
Trustee

**MOTION OF HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset  
Securities Corporation, Mortgage Pass-Through Certificates, Series 2007-AR7  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362**

1. Movant is HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2007-AR7.

2. Debtor(s) is/are the owner(s) of the premises 1654 Royal Berkshire Circle, West Chester, PA 19380, hereinafter referred to as the mortgaged premises.

3. Movant is the holder of a mortgage, original principal amount of \$499,561.00 on the mortgaged premises that was executed on September 5, 2007. The mortgage has been assigned as follows:

Assigned to HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2007-AR7 on February 5, 2020. Recorded in Chester County on February 6, 2020, Book 10097, Page 2054.

4. Kenneth E. West is the Trustee appointed by the Court.

5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).

6. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$4,381.86 for the months of March 2023 through June 2023 plus late charges if applicable.

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$17,527.44 (plus attorney's fees & costs).

9. Movant is entitled to relief from stay for cause.

10. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Michael P. Farrington  
Michael P. Farrington, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
Phone: (215) 627-1322 Fax: (215) 627-7734  
Attorneys for Movant/Applicant

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

IN RE:

SANDRA J. PRINDER,  
AKA SANDRA J. HARRIE

RAND J. PRINDER,  
AKA RANDY PRINDER

DEBTOR(S)

CASE NO. 21-13124-PMM

CHAPTER 13

**RIGHT TO FORECLOSE STATEMENT**

Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor, has been duly indorsed, or creditor, directly or through an agent, has possession of the promissory note and may enforce the promissory note as a transferee in possession. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust. If the original promissory note is lost or destroyed, then Creditor will seek to prove the promissory note using a lost note affidavit.